



CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP

Chief Procurement Officer

asmith@atlantaga.gov

Kasim Reed
Mayor

March 6, 2015

INTERESTED PROPONENT:

Re: FC-7782, Green Acres ATL Energy Park

Attached is one (1) copy of **Addendum No. 2**, which is hereby made a part of the above-referenced project.

For additional information, please contact the following personnel for the respective solicitation: Mano Smith, CPPO, CPPB, Contract Administrator, at (404) 330-6351, or via email at mosmith@atlantaga.gov.

Sincerely,

Adam L. Smith

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Addendum No. 2

Re: FC-7782, Green Acres ATL Energy Park

March 6, 2015

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This Addendum forms a part of the Request for Proposal and modifies the original solicitation package as noted below.

- Modifications to RFP document;
- Proposal due date extension; and
- Responses to questions.

.....

Proposals are due **Wednesday, March 25, 2015**, and should be time stamped no later than 2:00 p.m. EST on this day, and delivered to the address below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303

.....

*****All other information remains unchanged*****

Addendum No. 2

Re: FC-7782, Green Acres ATL Energy Park

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Acknowledgement of Addendum No. 2

Proponents must sign below and return this form with its proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgement of receipt of this addendum on this ____ day of _____, 2015.

Legal Company Name of Respondent

Signature of Authorized Representative

Title

Date

**FC-7782, Green Acres ATL Energy Park
At Hartsfield-Jackson International Airport
Addendum No. 2**

ADDENDUM NO. 2

This Addendum No. 2 forms a part of the Request for Proposals and modifies the original solicitation package and any prior Addenda as noted below and is issued to incorporate the following:

1. **Revision:** TABLE OF CONTENTS: change "Exhibit H: Safety and Health Plan" to "Exhibit H: Reserved".
2. **Revision:** Part 1, Information and Instructions to Respondents:
 - a. 4. Minimum Qualifications: delete 4.1 in its entirety; renumber 4.2, 4.3, and 4.4 as 4.1, 4.2, and 4.2 accordingly,
 - b. 6. Proposal Deadline: change "March 11, 2015" to read "March 25, 2015".
3. **Revision:** Part 2, Contents of Proposals, 1. VOLUME 1, (C) Executive Summary:
 - a. Delete No. (6) in its entirety,
 - b. In No. (7), change "EBO" to "Disadvantaged Business Enterprise (DBE)".
4. **Revision:** Required Proposal Submittal Check Sheet, Volume II, Item 10.: replace "(EBO Forms 1 through 5)" with (DBE Forms)".
5. **Revision:** Part 4 Evaluation of Proposals: change "Equal Business Opportunity (EBO)" to "DBE".
6. **Revision:** Part 5 Ground Lease Agreement:
 - a. SECTION 2 – USE OF LEASED PREMISES, replace Section 2 in its entirety with the following:

"The Leased Premises, and all improvements thereon, shall be used only for such uses and purposes as are a part of or incidental to the operation by Lessee of Developments and support facilities, and ancillary uses ("Permitted Uses"). The Lessee reserves the right to use the Leased Premises for such support services during the Term (as such term is defined hereinafter). The use of the ATL Energy Park is a Permitted Use. Lessee shall be totally entitled to all revenue generated through the income produced through the waste streams identified and committed to by the City in Exhibit E - Program Requirements.

Any revenue received by Lessee for uses of the Leased Premises not required by Exhibit E Program Requirements shall be shared between the Lessee (eighty five percent) and the City (fifteen percent) or the gross tipping fees revenue generated by the

additional revenue stream(s). All other revenue(s) generated by sources not identified in Exhibit E – Program Requirements, through the reprocessing/repurposing/recycling of material delivered to the ATL Energy Park shall inure to the Lessee.

Lessee shall not do anything, or cause or permit anything to be done, in or about the Leased Premises, which will create a nuisance, or in any way obstruct or interfere with the rights of others, or injure or annoy them, or allow any sale by auction on the Leased Premises, or use or allow the Leased Premises to be used for any improper, immoral, or unlawful purpose, or any purpose which violates applicable rules or regulations issued by any governmental entity having jurisdiction over the Leased Premises, or obstruct the streets, roads or common passageways, in front of, within, or adjacent to the Leased Premises, or do or permit to be done anything in any way tending to injure the reputation of the City or the Airport.”

- b. SECTION 31 – SAFETY AND SECURITY ARRANGEMENTS, replace the first paragraph in Section 31 in its entirety with the following:
“Lessee shall be totally and solely responsible for the safety and security of the ATL Energy Park, the Lessee’s employees, the general public, vendors, contractors and subcontractors, and tenants during both the construction and operation and maintenance of the ATL Energy Park. The Lessee shall be responsible for initiating, maintaining and supervising all safety precautions required in connection with their work. Lessee shall provide the Authorized Representative a copy of the Construction and Operation and Maintenance safety plan(s) as a courtesy and not for the City’s comment or approval.

Lessee shall ensure that all employees are aware of and comply with, as appropriate, the City’s Airport Security Requirements attached to this ground lease agreement as **Exhibit G**.

- c. Delete “Exhibit F: Operation and Maintenance Requirements” in its entirety. Replace with “Exhibit F: Operation and Maintenance Requirements” attached.
 - d. Delete “ Exhibit H: Safety and Health Plan” in its’ entirety.
7. **Revision:** Appendix A: Office of Contract Compliance Requirements: delete “Appendix A: Office of Contract Compliance Requirements” in its entirety. Replace with “Appendix A: Office of Contract Compliance Requirements” attached.

Attachment A

Questions and Responses

FC-7782, Green Acres ATL Energy Park

1. We wish to request a 4-6 month extension on the due date of this RFP. The current timeline is too short to adequately find and secure a JV partner for this project and to create a useful proforma.

Response: Proposal due dates are contained in the Request for Proposal (RFP) or any Addendum thereto.

2. The RFP does not provide sufficient information to allow the bidders to determine what the value to the bidder would be if awarded this project. Can you elaborate on the ways that the Lessee will be compensated for this project?

Response: Lessee's compensation will be through tipping fees and the sale of reprocessed/repurposed/recycled Municipal Solid Waste and yard trimmings processed through the Green Acres ATL Energy Park.

3. Section 5.01 provides for rate adjustments over the term based on adjustments in the property value from improvements. Lessee is paying to the improvements, as well as increased rent based on the value, if any, those improvements have on the property.

Response: You are correct.

4. Section 18 - the City may terminate the Lease at any time for its convenience. In order for the contractor to recoup costs and expenses for improvements to the site, it would need to operate the site for several if not all of the years of the term. If the City can terminate at any time for its convenience, the City should be required to pay some sort of termination fee that would offset the lost revenues that the bidder would need to recoup its capital expenditures. The contractor should also have similar protections in the Lease in the event of a prolonged suspension of work on the premises. For example, if the suspension lasts longer than a certain period, the contractor may declare a termination for convenience, subject to the City's payment of the termination fee. The termination fee could be reduced over the term of the Agreement.

Response: The "Termination" terms and conditions contained in Sections 18, 19, and 20 of the Ground Lease Agreement will not be changed.

5. Section 1.01 of the Ground Lease states that the Lessee accepts the Leased Premises in its "as-is" condition. Would the Lessee have sufficient time prior to executing the lease to perform its own due diligence as to the condition of the property?

Response: Yes. The Lessee will be given sufficient time prior to executing the Ground Lease Agreement to perform its own due diligence as to the condition of the site.

6. Section 2 of the *Ground Lease Agreement*, states that "Any revenue received by the lessee for uses of the Leased Premises not authorized herein shall immediately and completely to the City." Does this infer that a successful proponent is not allowed to use this site to dispose of materials that do not originate at the Atlanta Airport?

Response: See clarification contained in this Addendum.

7. Under the header, *Equal Business Opportunity Program Reminders*, item 1 states that “The joint venture member business must have different race ownership, different gender ownership, or both.” As a publically traded company, Waste Management does not have an “owner” that can be identified by race or gender. We have thousands of stockholders who “own” this stock. Please explain how a publically traded firm can comply with this directive.

Response: The requirement for a Joint Venture has been deleted from the solicitation.

8. Clarify why the City is opposed to an incinerator. We ask this question because international waste typically requires special treatment. If so, how should the successful bidder treat this waste?

Response: Processing International waste is not currently in the waste streams to be reprocessed/repurposed/recycled at the Green Acres ATL Energy Park. This could change in the future as regulations pertaining to international waste governance requirements change.

9. Does the ban on incineration include gasification? To be clear, what I mean by gasification is the technology that transforms MSW into energy without burning it. Instead, gasification converts the materials into a gas by creating a chemical reaction. This reaction combines those carbon-based materials (known as feedstock) with small amounts of air or oxygen, breaking them down into simple molecules, primarily a mixture of carbon monoxide and hydrogen, and removing pollutants and impurities. What’s left is a clean “synthesis gas” (syngas) that can be converted into electricity and valuable products. With gasification, MSW and other types of wastes are no longer useless, but feedstocks for a gasifier. Instead of paying to dispose of and manage the waste for years in a landfill, using it as a feedstock for gasification reduces disposal costs and landfill space, and converts those wastes to electricity and fuels.
(http://www.gasification.org/page_1.asp **Response:**?a=82&b=79&c=85)

Response: No, see Exhibit E Program Requirements section 2.4.

10. How much waste will this site receive annually? In our calculations, an annual calendar is 260 days. Please let us know if the Airport follows a different calendar.

Response: Please review the baseline waste streams contained in Exhibit E Program Requirements. ATL generates and removes waste daily. Successful Proponent must structure its business plan to address this constant.

11. What has been the typical growth in waste at the Airport over the last decade?

Response: According to the AECOM Waste Characterization Audit of 2013, the Airport has actually reduced its waste generation over the past decade to the current level of 19 thousand tons of Municipal Solid Waste (MSW). The report indicates that only ten percent (10%) of the waste stream is being reprocessed/repurposed/recycled. The AECOM report, as well as the ATL Sustainable Management Plan (SMP), seeks to achieve a ninety percent (90%) reprocessing/repurposing/recycling of all ATL generated MSW and nineteen thousand tons of chipped yard trimmings from the City of Atlanta, Department of Public Works.

12. Please confirm that types of alternate payments that would require *Form 8, “Required Submittal,”* unless a Proponent Elects to Submit an Alternate Payment to be filled out.

Response: "Form 8 – Respondent Contact Directory" must be completed and submitted in Volume II of the Proposal.

13. Please provide current disposal costs for each of the materials that the Airport requests to be reused, repurposed or recycled as part of this bid.

Response: For purposes of responding to this RFP, expect a tipping fee of thirty dollars (\$30) dollars for MSW generated from ATL and zero dollars (\$0) tipping fees from chipped yard trimming generated from City of Atlanta, Department of Public Works.

14. How should a successful proponent calculate their DBE/EBO percentages? Are they based on the entire project or each component e.g. construction, design, operation, etc.

Response: Please review the requirements contained in Appendix A – Office of Contract Compliance Requirements for each component DBE requirement.

15. Is the JV required to be an equal partnership?

Response: No.

16. Are the following pages supposed to be included in the submittal and signed –

a. *Form 8, "Required Submittal," unless a Proponent Elects to Submit an Alternate Payment;* **Response:** "Form 8 – Respondent Contact Directory" must be completed and submitted in Volume II of the Proposal.

b. *Part V;* **Response:** No.

c. *D-8 "employee log" and D-9 "visitor log"; and,* **Response:** No.

d. *Attachment 3, Lessees Lien Waiver and Release.* **Response:** No.

17. There are many minor changes we would want to request in the Lease, and would hope the City would be willing to negotiate its terms with the successful bidder.

Response: The City is open to terms negotiation (see Part 2, Proposal Contents, 1.1.i.1.3); however, Proponents are reminded that the City is transparent regarding the terms and conditions of the Lease and will not materially change the Ground Lease.

18. The RFP focuses on the ground lease and building construction portion but only minimally discusses the operation that will exist in the facility. How does the Airport prefer to compensate the facility operator for the waste processing? Is a management fee, tipping fee or combined structure preferred?

Response: The City will not provide any compensation to the facility operator. Operator revenue will be generated through tipping fees for material delivered from ATL and sale of reprocessed/repurposed/recycled material from ATL and DPW.

19. (comment- not a question) Management Cost or tipping fee structure is not listed as a consideration in RFP selection. We would suggest the selection criteria include this as part of the consideration as the tipping fees or management fees will likely cost the Airport tens of millions of dollars over the life of the facility.

Response: The Evaluation criteria is clearly stated in Part 3 of the RFP.

20. Who is responsible for delivering trash to the new facility?

Response: The City is responsible for delivering the baseline Municipal Solid Waste identified in Exhibit E – Program Requirements.

21. A permit will be required to operate this facility. Who is responsible for obtaining this permit and is construction expected to start before a permit is obtained? **Response:** The successful Proponent is responsible for obtaining all required permits/approvals as per Exhibit C Article 2.2.1 (b) & (c). Will the Airport be responsible for incurred costs if a permit cannot be obtained?

Response: No. (this process could take as long as a year)

22. Will the facility design needs to go through the normal city approval process or is there an expedited process for this site?

Response: Refer to Ground Lease Agreement, Subsection 4.03 - All Design and Construction Requiring City Approval.

23. Does the Airport have and soil, drainage or other studies related to the site?

Response: No.

24. Has a Phase 1 environmental study been done for the site?

Response: No.

25. As the Airport runs 24/7 will the waste processing facility be required to run 7 days a week? (Note: the state may not allow trash to be held on-site for more than 24 hours)

Response: No.

26. We assume that the recovered recyclable materials will be the operators to manage and sell. Please confirm the Airport does not expect a revenue sharing agreement regarding the recyclables.

Response: Please see the clarification to Section 2 of the Lease Agreement contained in this Addendum.

27. In addition to the ground lease, will the Airport sign a 30 year agreement that guarantees all trash will be sent to the new facility at a set tipping fee or annual management fee?

Response: The City will only sign and execute the Ground Lease Agreement.

28. Is the site within a restricted (badge required) area or is it outside a security area.

Response: The site is not within the restricted area.

29. Will C&D (construction and demolition) material from the airport be required to be processed at the new trash sorting/recycling facility?

Response: No.

30. Will the operator be responsible for managing potentially hazardous materials such as florescent lighting, compressed gas tanks, cooking oil, etc?

Response: See Exhibit E - Program Requirements, Section 2 - Background, Subsection 1.1 Waste Characterization and Ground Lease Subsection 2.02 Hazardous Materials.

31. What are the current hours of waste pickups at the airport? Specifically is terminal trash picked up at night time?

Response: Yes. Generally waste is recovered on the third shift (10:30 pm to 6:30 am).

32. What sewer and water capacity is available adjacent to the site?

Response: Significant utility infrastructure is proximate to the site. Refer to Exhibit E – Program Requirements section 2.6.4 Utilities.

33. If environmental concerns are discovered at the site, will the airport be responsible for remediation costs?

Response: No. See Ground Lease Agreement Subsection 2.02 Hazardous Materials.

34. If the prime contractor fails to meet project goals for woman or minority owned participation can they still proceed with the project?

Response: All proponents must demonstrate good faith outreaching efforts to the DBE business community in order to be considered for this contracting opportunity. Proponents not able to demonstrate this requirement will be found non-responsive.

35. Are there any height limitations for the site?

Response: Yes. To be addressed during design phase.

36. What is the current zoning for the site?

Response: Commercial/Industrial.

37. Will the operator be responsible for handling international trash from the airport? If so, is it sanitized prior to being transported off site?

Response: International waste is currently not a waste stream to be processed at the Green Acres ATL Energy Park.

38. Will the airport consider waiving the JV requirement?

Response: See revised Appendix A – Office of Contract Compliance requirements attached to this Addendum.

39. Who collects the material?

Response: City.

40. Does the sale of the finished material stay with the vendor?

Response: See revision to Ground Lease Agreement Section 2 – Use of Leased Premises contained in this Addendum.

41. Does ATL have a technology preference?

Response: No; however, all requirements contained in Exhibit E – Program Requirements must be met.

42. Do the green houses operations belong to the vendor?

Response: See revision to Ground Lease Agreement Section 2 – Use of Leased Premises contained in this Addendum.

43. What does the combined heat and power, need to power?

Response: The amount of the renewable energy created is a part of the design and innovation of the successful Proponent.

44. How much power needs to be generated?

Response: The amount of the renewable energy created is a part of the design and innovation of the successful Proponent.

45. Will ATL sign a power purchase agreement?

Response: The City will only sign and execute the Ground Lease Agreement.

46. Will Georgia Power be willing to partner with the vendor?

Response: Any development, use, or sale of power is at the discretion of the Responder. No agreement has been made with Georgia Power.

47. Who is the education center intended for? Does it need to be sanctioned by a college or US Department of Education?

Response: The education center is not included in Exhibit E – Program Requirements.

48. Solar Arrays, how many megawatts? What will it power? Is there a Power purchase agreement with ATL? Will Georgia Power allow a Power Purchase Agreement?

Response: Any development, use, or sale of solar generated power is at the discretion of the Responder.

49. Are there any USDOE or USDOT grants available?

Response: The City is not currently seeking grants for the Green Acres ATL Energy Park. This does not preclude the successful Proponent from seeking grants.

50. Is Georgia Power on Board with this or will they be a competitor bid?

Response: There is no agreement with Georgia Power.

EXHIBIT F

OPERATIONS AND MAINTENANCE REQUIREMENTS

EXHIBIT F

OPERATIONS AND MAINTENANCE REQUIREMENTS

GENERAL OVERVIEW OF REQUIRED SERVICES TO SUPPORT THE DEVELOPMENT

The Lessee will be responsible for the overall operation and maintenance of all parts of the ATL Energy Park for the entirety of the Ground Lease term. The operation and maintenance will be provided, except as noted herein, for all facilities, equipment and services in support of the Sustainability Project.

- 1.0** The work of the Lessee shall include, but not necessarily be limited to, the operation and maintenance, as herein defined of physical building systems, mechanical systems, electrical systems, plumbing systems, roof draining systems, fire protection/alarm systems, CCTV/security systems, specialty systems, miscellaneous equipment, composting and recycling infrastructure and general maintenance. The Lessee shall furnish and supply all labor, supervision, administration, customer service, engineers, tools, materials, and equipment necessary, proper, or desirable for the efficient operation and maintenance of the Sustainability Project.

2.0 **GENERAL PROFESSIONAL SERVICES**

- 2.1.** Hire, train, retain, and develop seasoned on-site personnel to operate and maintain all parts of the Program Development;
- 2.2.** Maintain books and records for the operation and maintenance of all parts of the ATL Energy Park. All costs of operating and maintaining the each portion of the ATL Energy Park shall be borne by the Lessee;
- 2.3.** Maintain current certificates of insurance on vendors, subcontractors and members;
- 2.4.** Establish and publish tipping fees in accordance with the following requirements.
- 2.4.1. Lessee shall submit proposed Tipping Fees to be effective March 1, 2017 to the City Authorized Representative prior to January 1, 2017;
- 2.4.2. The proposed tipping fee shall include backup documentation and comparative tipping fees to substantiate the proposed tipping fee;
- 2.4.3. The approved tipping fee shall remain firm for a period of three (3) years from March 1, 2017;
- 2.4.4. After the three year hold period, the Lessee may propose adjustments to

the tipping fee in accordance with the Consumer Price Index and shall not exceed a four percent (4%) increase per year. Such requested tipping fee increase shall be subject to audit by the City.

2.4.5. Any adjustments to the tipping fees (increase or decrease) shall be published to any and all MSW stream providers at least sixty (60) days in advance to the adjustment.

2.5. Provide monthly financial reports consisting of, but not limited to:

- 2.5.1. Bank Statement;
- 2.5.2. Operating Statement;
- 2.5.3. General Ledger including total revenue, material received, material reprocessed/repurposed/recycled, material composted, etc., per waste stream;
- 2.5.4. Year-to-Date revenue report by waste stream;
- 2.5.5. Monthly Cash Reconciliation;
- 2.5.6. Month-to-Date Variance Report
- 2.5.7. Check Register;
- 2.5.8. Monthly/Year-to-Date Utility Metrics;
- 2.5.9. Monthly/Year-to-Date Preventative Maintenance Metrics;

2.6. Prepare specifications and administer the bidding process for contract and other maintenance related services;

2.7. Undertake, supervise, and process payments for all operational activities of the ATL Energy Park including but not limited to:

- 2.7.1. Janitorial;
- 2.7.2. Landscaping;
- 2.7.3. Paving repairs;
- 2.7.4. HVAC;
- 2.7.5. General and electrical;
- 2.7.6. Preventative maintenance program;
- 2.7.7. Window washing;
- 2.7.8. Electrical, gas, and water; and
- 2.7.9. Any other maintenance and or repair activity to ensure quality operation

of the Development;

3.0 GENERAL FACILITIES MAINTENANCE SERVICES

3.1. Maintain, initiate, coordinate and supervise all ordinary and extraordinary preventative maintenance, general maintenance, and repair services for the Serviced Facilities in accordance with the manufactures or industry maintenance standards including but not limited to:

- 3.1.1. Interior and exterior lighting;
- 3.1.2. Electrical systems;
- 3.1.3. Plumbing systems;
- 3.1.4. HVAC and other mechanical systems;
- 3.1.5. Elevator and escalator maintenance;
- 3.1.6. General repair including painting, upkeep of all interior and exterior signage;
- 3.1.7. Fire protection and safety equipment;
- 3.1.8. Interior and exterior landscaping;
- 3.1.9. Utility service (electricity, gas, water);
- 3.1.10. Janitorial services;
- 3.1.11. Waste and debris management;
- 3.1.12. Maintain common area parking lots, sidewalks and roadways; and
- 3.1.13. Recycling infrastructure.

4.0 Warranties

4.1. Maintain, track, file, enforce and administer all claims and periods under Manufacturers', Subcontractors', or Vendors' warranties or guaranties.

EXHIBIT F

OPERATIONS AND MAINTENANCE REQUIREMENTS

GENERAL SPECIFICATIONS AND PROVISIONS

- 1.0 Service Levels: Best-in-Practice Service - Best in Practice Intent.** The Lessee shall provide level of services, equipment reporting and documentation, inspections, general and preventive maintenance programs in a proactive, professional, and accurate manner. Communication and correspondence shall be timely and efficient.
- 2.0 Security Provisions**
- 2.1. In addition to the applicable portions of the Security requirements contained in **Exhibit G** of the Ground Lease Agreement the Lessee shall:
- 4.1.1. The Lessee shall provide assistance and cooperation for all authorized inspections, internal reviews, and audits conducted by the City and other agencies that involve matters related to facilities and services in this Contract.
- 4.1.2. Lessee shall ensure that the Authorized Representative is provided means of access to the facility at all times excluding Lessee secure office space.
- 5.0 Lessee's On-site Security Procedures**
- 5.1. The Lessee's employees and employees of Subcontractors must be aware of any security areas which are to be serviced and special arrangements associated with them.
- 6.0 Safety Provisions**
- 6.1. The Lessee shall be responsible for safety and protection of the Lessee's employees, tenants, and the Development customers.
- 6.2. The Lessee shall be responsible for initiating, maintaining and supervising all safety precautions required in connection with their work. Lessee shall provide the Authorized Representative a copy of the Operation and Maintenance safety plan as a courtesy and not for the City's comment or approval.

- 6.3. The Lessee shall report promptly in writing to the Authorized Representative accidents in connection with the performance of the work which results in death, any injury requiring medical treatment other than first aid administered at the jobsite, or property damage, giving full details and statements of witnesses.
- 6.4. The Lessee shall be required to display appropriate signage to alert the public of unsafe conditions. The use of temporary signs at ATL is a necessary practice. First, and foremost, the Lessee shall use accurate and concise warning signs. Secondly, it is the ATL policy to notify the public, through the use of signs, whenever any of our facilities such as, but not limited to, restrooms, stairwells, restoration areas, equipment, escalators, and elevators are not in service. These signs will be used to direct the public to the nearest equivalent that is in service. The unexpected need for crowd control or other deviation from a normal route shall be provided through the use of temporary signs. The Lessee shall be required to coordinate sign policy changes on an as needed basis.
- 6.5. The Lessee shall be solely and completely responsible for initiation, maintaining, and supervision of safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to employees on the work site and other persons including, but not limited to general public who may be affected.

7.0 Protection for the Public and Property

- 7.1. The Lessee shall take all necessary precautions to prevent injury to the public, building occupants, or damage to the property of others.
- 7.2. The storage, positioning, or use of equipment, tools, scraps, trash, and furniture in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.
- 7.3. No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present unsafe or unhealthy conditions to the public or building occupants.
- 7.4. Work shall not be performed in any area occupied by the public unless adequate steps are taken for the protection of the public or employees.

- 7.5. At all times, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area .
- 7.6. When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under, or over the work area, alternate precautions such as the posting of signs, the use of signal persons, and the erection of barricades or similar protection around particularly hazardous operations shall be used.
- 7.7. When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades.
- 7.8. Barricades shall be removed upon completion of the work, in accordance with local ordinances.

8.0 Lessee Vehicles

- 8.1. Lessee shall provide all motor vehicles, trucks, and other motor driven equipment necessary to perform the work in this Contract and assume all liability for their operation and use. Lessee vehicles for use on ATL property shall be registered and insured, shall be kept in good repair, and shall be of a type appropriate to pertinent operations and services.
- 8.2. ATL has assumed a leadership role in achieving a reduction in air emissions. ATL has established a phased approach toward achieving the goal of a 100% clean vehicle fleet. It is the Airport's intention to mandate the use of clean vehicles for Work to be performed under this Contract.
- 8.3. The purchase cost of the vehicles will be responsibility of the Lessee. The Lessee must ensure the vehicle is maintained in excellent working condition.
- 8.4. Lessee Vehicle Identification: Lessee vehicles shall be uniform in identification markings, to readily distinguish them from common traveling public, tenants, and delivery vehicles. The Lessee vehicles shall have a visible logo on each side of the vehicle that includes the Lessee's company name and service provided. The Lessee shall be responsible for subcontractors and special service Lessees hired to perform or provide services on ATL property.

EXHIBIT F

OPERATIONS AND MAINTENANCE REQUIREMENTS

PROFESSIONAL SERVICES

1.0 Work Management

The City requires the most efficient and effective organization in the industry to manage and maintain the Serviced Facilities. It is the responsibility of the Lessee to provide professional services that reflects the mission statements of ATL.

2.0 Communication

2.1. The Lessee shall maintain effective lines of communication with all elements of the ATL, the Development tenants and the traveling public to ensure flexible, effective support. The Lessee shall:

2.1.1. Proactively participate in defining issues, devising solutions to problems and developing future plans.

2.1.2. The Lessee shall maintain a Contact List of names, emergency telephone numbers and cellular telephone numbers. This list shall be submitted to the City prior to Contract start date and resubmitted as necessary during the Contract period.

3.0 Coordination

3.1. The Lessee in the course of performing their services will be required to interface with other Lessees, ATL personnel, and facilities groups at ATL to ensure continuity of service and proper coordination of maintenance activities. The Lessee is responsible to coordinate all activities with all affected parties, including, but not limited to, general maintenance efforts, repairs, equipment shut-down, emergency responses and facility operation functions.

4.0 Performance

4.1. The Lessee shall perform all of its obligations and functions under this Contract in accordance with and in adherence to the highest industry standards. The Lessee shall coordinate its activities with the needs and requirements of the City. All services, staff, equipment, and systems shall be maintained in an efficient and economical manner.

- 4.2. The City reserves the right to refuse and/or return, without penalty to the City, any service, product, and/or items provided by the Lessee which is of poor or unsatisfactory quality or contains defective workmanship or material or fails to meet the standards specified herein.
- 4.3. The Lessee's employees shall respond immediately to all emergency conditions at the work site in such a manner as to reduce or eliminate any and all injury, loss of life and damage of property. To that end, the Lessee's employees shall exercise prudent judgment with regard to the operation and maintenance of the work site during emergency conditions and shall make timely notifications to the Authorized Representative and operating personnel to expedite the resolution of such conditions. The Lessee shall immediately comply with any directive issued by the Authorized Representative to resolve the emergency.
- 4.4. The Lessee shall maintain, repair, and keep in good operating condition all systems of the Development. Maintenance shall ensure efficiency, reliability, and minimal unscheduled interruption of service of the equipment. Operating policies and procedures shall incorporate provisions and guidelines set forth in the manufacturer's maintenance and operating instructions and/or submittal data. The Lessee shall plan and control scheduling of all preventive and corrective maintenance tasks, as per the systems or manufacturers specifications.
- 4.5. The Lessee's maintenance scheduling procedure shall include the requirements to accomplish the task, (e.g. special lubricants, tools, parts, materials, etc.). It shall also include a quality assurance and quality control program to ensure that the scheduled preventive maintenance tasks are, in fact, properly completed and completed on schedule.
- 4.6. The Lessee shall maintain at the site current maintenance and repair procedures and complete parts lists, manuals, as-built drawings, maintenance and operations manuals, warranties, and any other documentation needed to attain the safe, efficient, and continued operation of all systems and equipment.
- 4.7. The Lessee shall maintain at the site an inventory of tools, equipment, lubricants, operating supplies, custodial supplies and spare parts. The inventory shall be updated based upon operating experience. The Lessee will not permit tools, equipment, supplies or materials maintained or purchased for the accomplishment of the work to be used by any other person, agency, office or Lessee.

- 4.8. The Lessee shall provide general maintenance of the Development to include painting, wall and floor repair, pest control, revolving doors, automatic doors, roll-up doors, doors and hardware, roof repairs, skylight/smoke vents, toilet accessories, loading dock equipment, folding partitions, and minor repairs.
- 4.9. The intent of the Agreement is to place with the Lessee the full and complete responsibility for performing the operation and maintenance functions of the Development. Expressly included within the Lessee's responsibility are all labor costs for any and all operation and maintenance of the facilities.
- 4.10. Maintenance personnel shall be on site, as necessary, for the satisfactory performance of the work, as well as for all scheduled maintenance.
- 4.11. The Lessee shall furnish to the Authorized Representative manufacturer's published product catalogs, including any produced in CD-ROM or diskette format, for each manufacturer and shall continue to furnish updates throughout the term of the Contract, as revised and updated versions are published by the manufacturer(s):.
- 4.12. Hazardous Materials: The Lessee shall use products, cleaners, and materials that are not considered hazardous and that will not damage exposed surfaces.
- 4.13. Dispose of waste materials lawfully. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations. All work, including contact with and handling of hazardous materials and wastes, the disturbance of dismantling of structures or equipment containing hazardous materials and/or the disposal of ordinary and hazardous materials and wastes shall comply with applicable Federal requirements including 29 CFR 1910/1926, 40 CFR 260-265, 40 CFR 61, 49 CFR 171-179, and applicable state and municipal safety and environmental requirements. Submit and maintain copies of permits, certificates, and manifests that indicate hazardous waste has been disposed of in compliance with the regulations. Where there is a conflict between applicable regulations, the most stringent shall apply.

5.0 Quality Control

- 5.1. The Lessee shall establish, implement and maintain a proactive quality control program that reflects and incorporates quality control processes for all technical staff and quality management practices for all supervisory staff.
- 5.2. The Lessee shall maintain production and quality control records for review by the Authorized Representative.

- 5.3. If any of the services do not conform to Contract requirements, the Authorized Representative may require the Lessee to perform the services again in conformity with Contract requirements. If the service or task cannot be corrected, the City will be notified. A plan for future performance to meet requirements shall be submitted in writing with a detailed plan of action to ensure the issue will not recur.

6.0 Lessee Personnel

- 6.1. The Lessee shall provide competent personnel at all times during the performance of this Contract to contend with any such situations including emergency, disaster, act of God, and other such occurrences that should require immediate and long-term attention.. All employees of the Lessee shall have the ability to understand, take direction, speak, read and communicate in fundamental English. The City reserves the right to spot check employees of the Lessee to enforce this requirement at anytime during the course of this Contract.

7.0 Contract Staff

- 7.1. The Lessee's principals shall be responsible for the development and implementation of long-range plans, day-to-day operation of the facilities, and institution of programs including equipment operation, preventive maintenance, energy conservation, energy management, budgeting and manpower utilization. The City can reasonably demand removal and replacement of any employee of the Lessee's staff.

- 7.2. The Lessee's management personnel shall meet the following standards:

- 7.2.1.1. To be familiar with all contract requirements and to ensure that they are properly performed.
- 7.2.1.2. To be responsible for the performance of a qualified and reliable staff for all scopes and services.
- 7.2.1.3. To evaluate all equipment and systems.
- 7.2.1.4. To maintain an effective energy conservation program.
- 7.2.1.5. To carry out policies and procedures concerned with safety and work methods.

- 7.2.1.6. To ensure that the on-site staff conforms to all applicable laws, ordinances, codes, and regulations.
 - 7.2.1.7. To establish a program for the acquisition, storage and serviceability of all operating materials, tools and equipment.
 - 7.2.1.8. To be responsible for maintaining a high quality of service when subcontracting work which cannot be performed by on-site personnel.
 - 7.2.1.9. To ensure that work responsibilities are allocated properly among staff by developing and implementing manpower schedules, work methods and procedures designed to obtain efficient operations.
 - 7.2.1.10. To be responsible for the establishment of performance standards for each phase of work and for adherence to standard policies and quality levels.
 - 7.2.1.11. To regularly and systematically analyze the performance effectiveness of the scope of services to initiate corrective action when necessary.
- 7.3. The Lessee shall maintain their workforce in a technically competent manner and to the level of industry "best in practice" requirement. They will be well trained in their respective activities, and maintain the appropriate efficiency and customer services attitude to meet the service demands at ATL.
- 7.4. The Lessee shall comply with all state and federal regulations concerning maximum work hours, environmental conditions and other employee considerations.
- 7.5. The Lessee and all its personnel shall maintain a good attitude and behavior. All Lessee personnel must exhibit high character, cooperative spirit, and congenial attitudes at all times they are on the ATL premises.
- 7.6. The Lessee shall be responsible for maintaining satisfactory standards of employee competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary including removal from the site.
- 7.7. At the Authorized Representative's request, the Lessee shall immediately remove from the premises or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- 7.7.1. Neglect of duty.
- 7.7.2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- 7.7.3. Theft, vandalism, immoral conduct or any other criminal action. selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty.
- 7.7.4. In possession of any type of weapon on ATL property.
- 7.7.5. In possession, either internally or externally, of any illegal drug(s) or substances.
- 7.7.6. Organizing or participating in any form of gambling.

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
lscott@atlantaga.gov

March 5, 2015

RE: Project No.: FC-7782, Green Acres Atlanta Energy Park

Dear Prospective City of Atlanta Bidder:

This packet is substantially different from all previous packets. The Office of Contract Compliance's **Disadvantaged Business Enterprises (DBE)** information is an integral part of every Federally Funded City of Atlanta bid or proposal. Your efforts to assist the City of Atlanta in mitigating the present effects of past discrimination against disadvantaged business enterprises are essential. Please read all of the information very carefully. Pay close attention to the contract goals for this project and the DBE program reminders listed on page DBE 5.

Many businesses that appear in our register as certified M/FBEs or SBEs are not currently certified as **Disadvantaged Business Enterprises**. Certification of DBE firms is being handled by a different agency. Please see page DBE 2 for details of certification of DBEs. Thank you for your extra attention to the DBE program.

If you have any questions about the information included in this section of the solicitation please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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Kasim Reed
Mayor

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OFFICE OF CONTRACT COMPLIANCE
Larry Scotts
Director
lscott@atlantaga.gov

CITY OF ATLANTA DISADVANTAGED BUSINESS ENTERPRISE POLICY STATEMENT

It is the policy of the City of Atlanta to ensure that DBEs, as defined in 49 CFR Parts 23 and 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City of Atlanta's policy:

1. To ensure non-discrimination in the award and administration of DOT assisted Opportunities;
2. To create a level playing field on which DBEs can compete fairly for DOT Assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Parts 23 and 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

IMPLEMENTATION OF DBE POLICY CONTRACT GOALS

The City of Atlanta establishes contract goals only on those contracts that have subcontracting and/or joint venture possibilities. The size of the contract goal is adopted on a project by project basis, impacted by the circumstances of each such contract (e.g. type and location of work, availability of DBEs to perform the particular type of work), in relation to the City's annual DBE goal.

The City of Atlanta expresses its contract goals as a percentage of the total amount of each particular DOT-assisted contract.

Each solicitation for which a contract goal has been established requires the bidders/offers to submit the following information as part of their bid or offer:

1. The names, addresses and phone numbers of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm's participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation is submitted to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and,
6. If the contract goal is not met, evidence of good faith efforts to meet the goal.

The City of Atlanta has designated the Office of Contract Compliance as its DBE Liaison Office. The address of OCC is 55 Trinity Avenue, Ste. 1700, Atlanta, Georgia 30303. The phone number is (404) 330-6010.

Each contracting opportunity at the airport is individually evaluated and the individual contract goal is adjusted as appropriate in relation to the City's Annual DBE goal. The City of Atlanta will express its contract goal as a percentage of the total amount of each individual DOT-assisted contract.

GOOD FAITH EFFORTS

The City of Atlanta treats bidder/offers' compliance with good faith effort requirements as a matter of responsiveness. Compliance of bidders with the DBE requirements, including good faith efforts, will be evaluated according to the standards of 49 CFR Parts 23 and 26.

DEMONSTRATION OF GOOD FAITH EFFORTS

The obligation of the bidder/offeror is to make good faith efforts to meet the goal. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting its good faith efforts. Examples of good faith efforts are found at 49 CFR Parts 23 and 26 Appendix A and are attached to this document.

OCC is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive. In determining whether a bidder/offeror is responsive to the DBE goals, OCC will consider whether the information submitted by that bidder/offeror is complete, accurate and adequately documents the bidder's/offeror's good faith efforts. Bidders who are informed that they have not met the "good faith efforts" requirements are entitled to administrative reconsideration of that determination, per 49 CFR 26.53(d).

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT GOALS

PROJECT # FC-7782, Green Acres Atlanta Energy Park

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into subcontract agreement(s) with Georgia Department of Transportation (G-DOT) certified Disadvantage Business Enterprise (DBE) firms in accordance with federal regulations. The subcontract agreements, at the very least, should reflect details of the subcontractor company's/companies involvement in the **FC- 7782, Green Acres Atlanta Energy Park** project throughout the life of the **Design/Construction** phase of the contract.

The availability of certified DBE firms for the procurement categories in scopes that can be engaged during the **design/construction** phase of this project is: **29.0% DBE**

Part 2: All proponents must ensure that non-discriminatory practices are utilized to enter into subcontract agreement(s) with Georgia Department of Transportation (G-DOT) certified Disadvantage Business Enterprise (DBE) firms in accordance with federal regulations. The subcontract agreements, at the very least, should reflect details of the subcontractor company's/companies involvement in the **FC-7782, Green Acres Atlanta Energy Park** project throughout the life of the

Operations/Maintenance phase of the contract.

The availability of certified DBE firms for the procurement categories in scopes that can be engaged during the **operations/maintenance** phase of this project is: **29.0% DBE**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

Note: The selected developer must ensure that the awarded design firm includes 29% DBE participation during the design/construction phase of the project. Additionally, the selected developer must ensure 29% DBE participation is included when the project switches to the Operations and maintenance phase of this project. The City of Atlanta's Subcontractor Contact form (DBE2) and Subcontractor Utilization form (DBE 3) are included for proponents to list all of their good faith outreach efforts and their proposed subcontractors for this contract.

OCC will count DBE participation in the form of a certified DBE a prime contractor, DBE certified joint venture partner (Joint ventures are not mandated on this contracting opportunity), or certified DBE sub-contractor arrangement. The above referenced goal will be measured

against total contract value inclusive of any change orders and/or miscellaneous modifications that may occur throughout the life of the project.

MONITORING OF DBE POLICY

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific DBE information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific DBE information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

The City of Atlanta will require prime contractors to maintain records, documents, and receipts of gross revenue attributed to DBEs for three years following the performance of the contract. Those records must be made available for inspection upon request by any authorized representative of the City of Atlanta or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

DBE PROGRAM REMINDERS

1. DBE Plan. All proposals must contain a DBE Participation plan in accordance with the goals set forth above. The DBE plan must identify each DBE's name, address, and contact name, work description, and contract amount.
2. Subcontractor and Supplier Participation. On projects with subcontractor and supplier opportunities, disadvantaged business enterprise participation may only be met through certified businesses that meet the standards of 49 CFR Parts 23 and 26, Subparts D and E. Each prime contractor must meet the requirements of the DBE program.
3. Failure to Meet DBE Goals. Any bidder unable to meet the DBE goals must document the good faith efforts it made to meet the goals. Documentation must follow the requirements of the DBE plan pursuant to 49 CFR Parts 23 and 26 etc. If the City determines that good faith efforts were not made, the bidder is entitled to administrative reconsideration under 49 CFR 26.53.
4. Certification. As of March 1, 2004, the City no longer does DBE Certification. DBE Certifications are now handled by the GA Department of Transportation (GA DOT). The contact number for GA DOT is (404) 656-5267
5. Reporting. The successful bidder must submit monthly DBE participation reports to OCC, in a form prescribed by the Office of Contract Compliance.
6. DBE Concession Program. The DBE Concession Program is governed by the provisions of "49 CFR Parts 23 and 26".
7. Contract Assurance. The Concessionaire shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Atlanta deems appropriate. Anti-discrimination provisions based upon religion and sexual orientation are not included by or enforceable through 49 CFR Parts 23 and 26 but are enforceable through the City of Atlanta regulations.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

PROJECT # FC-7782, Green Acres Atlanta Energy Park

IMPLEMENTATION OF EEO POLICY

The City effectuates its EEO policy by adopting racial and gender workforce goals for every contractor performing work for the City of Atlanta on federally funded projects. These goals are derived from the work force demographics set forth by the United States Department of Labor Federal Office of Contract Compliance. These goals are not included in or enforceable through 49 CFR Part 26.

**A FIRM 'S WORK FORCE CONSISTING OF LESS THAN TWENTY-FIVE (25)
EMPLOYEES IS EXEMPT FROM THE FOLLOWING EEO REQUIREMENTS**

The Office of Federal Contract Compliance Programs (OFCCP) is the office of the United States Department of Labor that has responsibility for administration and enforcement of the Equal Employment Opportunity requirements under the contract compliance program which is authorized by Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Act of 1974. The programs mentioned above prohibit Federal contractors and sub-contractors from employment discrimination based on Race, Sex, National Origin, Religion, Sexual Orientation, and against persons with Disabilities or Vietnam Era Veterans, and requires such contractors to take affirmative action to ensure equal employment opportunity.

BUSINESS DEVELOPMENT PROGRAMS

Though the DBE program primarily focuses on DBE participation at the subcontractor level, it is also important to provide DBEs with experience, training and skill development at the prime contractor level. The City of Atlanta encourages joint ventures between a prime contractor and an DBE, or a mentor protégé agreement between a prime contractor and a DBE whenever feasible on applicable contracts. The general description of the joint venture and mentor-protégé agreements is found on **Attachment 1 and Attachment 2** hereto and in the Atlanta Code of Ordinances.

CITY OF ATLANTA CONTRACT COMPLIANCE CERTIFICATE

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the City's goals and objectives with respect to increased opportunity in the proposed work to be undertaken in performance of this project. It is the company's intent to achieve the airport Concessions Disadvantaged Business Enterprise goals, the Equal Employment Opportunity goals, and the First Source Jobs Employment goals.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

Witness

Signature
Company Authorized Representative

Date: _____

Company Name: _____

FC Number: _____

Project Name: _____

DBE -1

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both DBE and Non-DBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise

Company Name: _____ Project Name: _____ FC#: _____

Signature: _____ Date: _____

***Note: COA M/FBE certification does not count for DBE program goals. Firms must be certified by the GA DOT.

**DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION DURING DESIGN/CONSTRUCTION PHASE**

List all Majority owned and Disadvantaged Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project during the design and construction phase.

Name of Sub-contractor/ Supplier	Overall Dollar Value of Work							Percentage of Total Bid Amount
	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity/ Gender of Owners of Business	Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	

Total DBE % _____

Proponent's Co. Name: _____ Project Name: _____ FC#: _____

Signature: _____ Date: _____

Please Sign & Print Name

**DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION DURING OPERATIONS/MAINTENANCE PHASE**

List all Majority owned and Disadvantaged Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project during the operations and maintenance phase.

Name of Sub-contractor/ Supplier	Overall Dollar Value of Work						Percentage of Total Bid Amount
	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity/ Gender of Ownership of Business	Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work

Total DBE % _____

Proponent's Co. Name: _____ Project Name: _____ FC#: _____

Signature: _____ Date: _____
Please Sign & Print Name

FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Michael Sterling of the Atlanta Workforce Development Agency at (404) 546-3000. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

**Michael Sterling
City of Atlanta
Atlanta Workforce Development Agency
Executive Director
(404) 546-3000 (O)**

FIRST SOURCE JOBS INFORMATION FORM

Company Name: _____

FC Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with the City of Atlanta:

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone: _____

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This _____ day of _____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must be provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Contractor

FORM 5

LETTER OF INTENT

Disadvantage Business Enterprise

☐ Joint Venture

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

ATTACHMENT 1

“Components of a Joint Venture Agreement with DBE Participation as Counted under 49 CFR 26.55 (b)”

For credit forward toward the contract goal under Part 26, a joint venture agreement with a certified disadvantaged business enterprise should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A description of the distinct and clearly defined portion of the work to be performed by the DBE.
- The method of and responsibility for accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

ATTACHMENT 2

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MENTOR PROTÉGÉ INITIATIVES

The mentor-protégé program is an initiative, in accordance with Appendix D to 49 CFR Part 26, to encourage and develop certified Disadvantaged Business Enterprises in contracting with city government in areas that Disadvantaged Business Enterprises have historically been underrepresented due to various discriminatory barriers. This program, implemented on projects with a projected value of 5 million dollars or more, will enable prime contractors of all ethnic and gender categories to provide technical, administrative, and other assistance to smaller, developing businesses. Companies must successfully complete the Disadvantaged Business Enterprise certification process in order to participate as a protégé in this program. Additionally, participation as a certified Disadvantaged Business Enterprise protégé team member will not preclude the inclusion of the same certified Disadvantaged Business Enterprise team member as a self-performing subcontractor in the DBE plan. The subcontracting by the certified Disadvantaged Business Enterprise protégé team member will be applied toward the satisfaction of the DBE goals in accordance with 49 CFR 26, Subpart C, 26.55.

Examples of good faith efforts are found in 49 CFR Parts 23 and 26, Appendix A that is attached to this package.

“Components of a Mentor-Protégé Agreement with DBE Participation as Counted under 49 CFR 26.55”

The Mentor-Protégé agreement between a prime contractor and the DBE protégé will provide an excellent development opportunity for the disadvantaged business enterprise protégé. Under the guidance of the mentor, the protégé will gain valuable knowledge and experience that will ultimately enhance the capabilities of the protégé. Additionally, the protégé has the opportunity to gain this knowledge and experience without exposing itself to the normal business risks that are associated with projects of this size.

As part of the City's Part 26 DBE program and subject to 49 CFR 26.35 and Appendix D, a mentor may meet up to half of the contract goal for this contract by using a DBE protégé as a self-performing subcontractor through a formal mentor-protégé program. The successful prime for this project remains obligated to meet the entire contract goal for this project, including whatever portion of the goal that cannot be met by the protégé. Only independent DBE forms already certified by the City at this time (see “Certification”, page DBE 2) may participate as protégés.

The mentor may not (1) enter into a mentor-protégé agreement as a substitute for compliance with the DBE program, (2) use such an agreement to circumvent the obligations of the DBE program, (3) create a new firm to serve as a protégé (4) require a potential protégé to pay the mentor for the privilege of participating in the agreement, or (5) bar the protégé from performing work on this contract.

To meet the requirements of Part 26, the mentor-protégé team must present a written development plan and formal agreement between the parties to the City of Atlanta prior to executing the final contract.

The agreement should include, but is not limited to the following information:

- The type of collaboration, training and assistance to be provided. The areas of assistance encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.
- The specific rights and responsibilities of the Mentor and the Protégé.
- Names or titles of the individuals from the Mentor responsible for working directly with the Protégé in the areas identified above.
- Names or titles of the individuals from the Protégé responsible for working directly with the Mentor in the areas listed above.
- The term of the agreement.
- A system to monitor and evaluate the effectiveness of the Mentor Protégé agreement.
- A plan detailing how the Mentor plans to include the Protégé on non-governmental projects, governmental projects, and DOT-assisted projects during the term of the agreement.
- Protégé shall not subcontract any of their work to the mentor firm or to other contractors without the approval of the OCC. Subcontracted work will not be counted toward DBE goals except as specified by Part 26.
- Mentor and Protégé representatives may not bid or otherwise participate independently on a contract in which the Mentor Protégé team is bidding or participating as a team.
- Work self-performed by the protégé may be used to fulfill up to one half of the DBE contract goal on this project.
- DBE credit will not be awarded to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé.
- Staff members from the Office of Contract Compliance will be available to review draft mentor-protégé agreements for compliance with this section.

Additional Resources Proponents May Contact in an Effort to Identify DBE Participants

Atlanta Minority Business Development Center

Clem Wilmont
Project Director
1599-A Memorial Drive, SE
Suite 134
Atlanta, GA 30317
Phone: 404-329-4567
E-mail: cwilnot@AtlMBDC.com

Atlanta Public Schools

Carolyn Lyons
Outreach Coordinator
Contract Compliance
1631 La France Street
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Phone: 404-371-7130
Fax: 404-371-7126
Email: clyons@atlanta.k12.ga.us

Cobb County

Janice Cook
Department of Transportation
463 Commerce Park Drive, Suite 112
Marietta, GA 30060-2737
Phone: 770-528-3690
Fax: 770-528-4360
Email: janice.cook@cobbcounty.org

Dekalb County

Terry Phillips
Contract Compliance Officer
1300 Commerce Drive
Room 202
Decatur, GA 30030
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Email: tgphilli@co.dekalb.ga.us

U.S. Small Business Administration

Dinora Gonzalez
Economic Development Specialist
233 Peachtree Street, NE
Suite 1900
Atlanta, GA 30303
Phone: 404-331-0100 ext. 410
Email: dinora.gonzalez-cook@sba.com

Georgia Technology Authority

Thomas Hester
Contracting Officer
100 Peachtree Street
Suite 2300
Atlanta, GA 30303
Phone: 404-463-2339
E-mail: tdhester@gta.ga.gov

Governor's Small Business Center

Gail Webb
Governmental and Outreach
Community Administrator
200 Piedmont Avenue
1306 West Tower
Atlanta, GA 30334
Phone: 404-656-6315
Toll-Free: 800-495-0053
Email: gsbc@doas.ga.gov

Minority Business Development Agency

Sunny Guider
Chief Business Development
401 West Peachtree Street, NW
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Gwinnett County

Debra Green
Purchasing Director
75 Langley Drive
Lawrenceville, GA 30045
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Fax: 770-822-8735 or 770-822-8728
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